

# ARTICLE 4

## EMPLOYEE RIGHTS

1. The Parties agree to mutually establish and maintain a safe, positive, and professional work environment that promotes good workmanship, values employees for who they are and what they contribute, ensures consistent treatment of employees, and maintains high standards of employee performance.

### 2. Statutory Rights per 5 USC Chapter 71:

a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of such rights. Except as otherwise provided, such rights include the right to—

(1) Act for the National Federation of Federal Employees (NFFE) in the capacity of a representative and the right in that capacity to present the views of the NFFE to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities.

(2) Engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

(3) An employee may be represented by an attorney or other representative other than the NFFE, of the employee's own choosing, in any appeal action not covered under the negotiated grievance procedure. The employee may exercise grievance or appellate rights, which are established by law, rule, or regulation.

### 3. Employee Rights During Investigations:

a. An employee has the right (commonly known as the Weingarten Right) to be represented by the Union during any examination of the employee by a representative of the agency in connection to an investigation if he or she reasonably believes that the examination may result in disciplinary action against him or her and he or she requests representation.

- b. During the month of June, Management will notify employees of the right to have Union representation at any Management-initiated investigation that the employee feels may result in disciplinary action. Management will include the information sheet entitled "Employee Rights and Responsibilities in Administrative Investigative Interviews" in the annual "Weingarten" reminder notice to employees. Management will also provide it to new employees and regional special agents for their information and use, and will permanently post the notification on employee information bulletin boards and HRM Web site.
  - c. Annually, Management will specifically advise, in writing, all special agents and employees empowered to conduct investigative interviews of the Union's coverage of the units they serve, the employees' right to request Union representation, and Management's obligation to grant it before continuing.
  - d. During an investigation, the employee may ask whether or not they are being directed to answer and will be provided a written statement of this, upon request.
- 4. Employees have a right to meet and consult with Union officials concerning working conditions. See Section 6 for release procedures.
  - 5. An employee has the right to be represented by the Union at any meeting in which the employee has a complaint concerning working conditions.
  - 6. Employees will be granted a reasonable amount of duty time in pursuit of rights under this Master Agreement. The employee and the Management official will discuss the amount of time required. An employee will request release as far in advance as practical and will inform their supervisor of the approximate length of time needed and the location where they will be. Normally, workload will not preclude the release of the employee. If the employee cannot be released immediately due to work-related reasons, the employee will be released as soon as the work requirement is met or appropriate arrangements are made. If the employee cannot be released the day requested, the denial must be given in writing and include the reason for the denial and when they will be able to be released. If a delay in releasing an employee involves a situation with a contractual time limit, the time limit will be extended equal to the delay.
  - 7. This Master Agreement does not prevent any employee, including Union representatives, from bringing matters of personal concern to the attention of

Management. However, if the discussion becomes a formal discussion, then the procedures in Article 5.4 regarding Union notification will apply.

8. Management will not take reprisal actions against employees for the exercise of any appeal right granted by law, rule, regulation, or this Master Agreement.
9. Every individual has the right to be treated with the dignity and respect that is normal in an employer-employee relationship.
10. Employees shall have the right to engage in outside activities and employment of their own choosing, and otherwise conduct their private lives as they see fit, in accordance with 5 CFR 2635 and 5 CFR 735 and 5 CFR 8301.
  - a. Without prior approval, an employee may participate in the activities, not prohibited by law, of national or State political parties and may participate in the affairs of or accept an award for a meritorious public contribution of achievement given by a charitable, religious, professional, social, fraternal, nonprofit educational and recreational, public service, or civic organization. An employee shall not:
    - (1) Accept a fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which the acceptance may result in or create the appearance of conflicts of interest.
    - (2) Engage in outside employment that impairs his or her mental or physical capacity to perform his or her job.
    - (3) Receive any salary or anything of monetary value from a private source as compensation for his or her Government services.
  - b. Employees who are in positions subject to filing financial disclosure reports (OGE-450) must obtain supervisory approval prior to engaging in outside employment. All employees who engage in outside employment, whether or not prior approval is required, are subject to ethics regulations pertaining to conflict of interest. Employees are encouraged to seek advice from their ethics advisors on potential conflict of interest situations at any time.
  - c. Invest his or her money, donate to charity, and participate in similar types of activities freely and without coercion.

11. An employee may request, in writing, reassignment to a different position or a different supervisor at any time. Management will consider the request and will respond in writing, stating the reasons for the decision, within 28 days. When the request is due to conflict with his or her work supervisor and the employee has tried to resolve the conflict, the employee may request the assistance of higher level Management.
12. Management shall inform employees of rules, regulations, and policies under which they are obligated to work.
13. Employees shall not be given warnings or statements of disapproval, counseled on conduct or unacceptable performance, or given verbal warnings except in a setting that provides reasonable confidentiality. In special job-related situations involving safety and/or well being of employees, immediate public admonishment is appropriate (for example, co-worker harassment or safety violations).
14. Records maintained on an employee that are not maintained on a permanent basis will be removed from official files in accordance with the Government's retention schedule, unless otherwise specified in this Master Agreement. Employees have the right to review the contents of their Electronic Official Personnel Folder (eOPF) and may request a copy of any documents from the OPF. Upon request, employees will typically receive any documents requested from their OPF within 30 days.
15. Whenever practical, employees will have a profile on the electronic communication system. Employees will be provided duty time to access their official records on Forest Service and other Web sites where their official records are located. No employee will be penalized for the lack of a profile (for example, pay, benefits, training, or advancement opportunities).
  - a. Except as stated in Subsection (b) below, Management will not, without the employee's knowledge, access an employee's electronic profile or storage media unless such access is required for internal security purposes (for example, for criminal investigations or where Management has reasonable cause to believe an employee is violating regulations in his or her use of the electronic office system).
  - b. Management will provide general policy information to the Union on all communication tracking hardware/software that may be used to monitor

electronic communication systems for appropriate use or internal purposes as described in Section 15(a). Such policy information will include where and when they are being used or are to be used, how they would be used, the purpose of their use, and the types of employees who will be authorized to use the tracking hardware/software. Bargaining Unit employees will be made aware of the subject policy on an annual basis.

#### **16. Debt Collections:**

- a. An employee will be provided due process in accordance with Title 5 of the United States Code, Section 5514, and 5 CFR 550 Subpart K. This will constitute the employee's grievance/appeal procedure regarding the existence of the debt and any resulting collection by off-set of pay.

A Notice of Intent to Offset Salary and a Bill for Collection establishing the dollar amount of the alleged liability will be issued to the employee 30 days in advance of the collection action being initiated. The Notice of Intent will inform the employee of the nature and amount of the indebtedness; the intention of the Forest Service to collect the debt through deductions from pay; the amount of installments for repayment, if any; the right to Union representation; and an explanation of the rights of the employee under 5 USC 5514 and 5 CFR 550.1104 as to the right to file a waiver, the right to a hearing on the existence and amount of the debt, and that a timely filing of a petition for hearing will stay the collection proceedings.

- b. This Section does not apply to the following, which may be grieved under Article 9:
  - (1) Alleged debts to the Forest Service of less than one hundred dollars; or
  - (2) Disciplinary actions related to failure to pay just debts originating outside the Government covered under 5 CFR Part 581 or 582.